

AG Contract No. KR98 0457TRN
ADOT ECS File: JPA 97-126
Project: STP-YYU-0(22)P/SS395 01C
Section: County 19th Street, Somerton
Avenue, Various Locations

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 20 MAY, 1998,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA
COUNTY acting by and through its BOARD OF SUPERVISORS (the
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated to
the undersigned the authority to execute this agreement on behalf
of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by resolution,
a copy of which is attached hereto and made a part hereof,
resolved to enter into this agreement and has authorized the
undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not
limited to, the design of streets and primary, feeder and farm-to-
market roads; the replacement of bridges; the elimination of
roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of the County has been
selected by the County and has been submitted to the Federal
Highway Administration ("FHWA") for approval.

5. The only interest of the State in the project is in the
acquisition of federal funds for the use and benefit of the County
by reason of federal law and regulations under which funds for the
project are authorized to be expended.

NO. 22386
Filed with the Secretary of State
Date Filed: 05/20/98
Petrey Bayless
Secretary of State

By Vicky Greenwood

6. The work embraced by this agreement and the estimated project costs are as follows: Reconstruct Roadway.

Estimated Project Cost	\$625,330.00
Federal Aid Funds @ 94.3%	\$495,080.00
Yuma County Funds	\$130,250.00
Surcharge of 5%	\$ 31,267.00
Total Yuma County Funds	\$161,517.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of the County and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the County shall be obligated to incur any expenditure in excess.

2. Prior to the solicitation of bids, the County shall deposit funds with the State in the amount determined to be necessary to match federal funds in the ratio required.

3. The County shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The County shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The County shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the County.

6. The County will provide personnel to supervise construction. Upon completion of construction, the County shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The County shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the County shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering and construction in connection therewith, cost over-runs and claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the design, construction and construction engineering work covered by this agreement is to be borne by FHWA and County, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, County agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

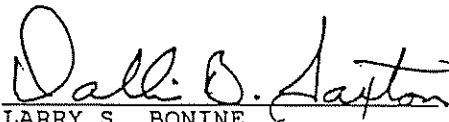
Yuma County
Director, Development Services Department
2703 S. Avenue B
Yuma, AZ 85364

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

RESOLUTION

BE IT RESOLVED on this 28th day of July 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Yuma County for the purpose of defining responsibilities for the construction of various overalys on County 19th Street and Somerton Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By Cathy Prochaska
Chairman of the Board
Kathryn Prochaska

By Peter L. Eno
PETER L. ENO
Contract Administrator

ATTEST

By Wally Hill
Clerk of the Board - Wally Hill

APPROVAL OF THE YUMA COUNTY ATTORNEY

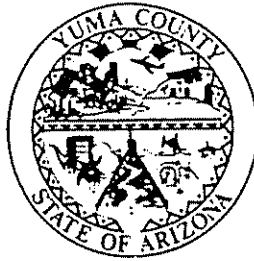
I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 30 day of April, 1998.

Wm. Michael Smith
Dep. County Attorney

Yuma County
Yuma, Arizona

OFFICE OF
THE BOARD OF SUPERVISORS
198 Main Street
Yuma, Arizona 85364



BOB MCCLENDON. DISTRICT 1

LUCY SHIPP. DISTRICT 2

KATHRYN "CASEY" PROCHASKA. DISTRICT 3

CLYDE CUMING. DISTRICT 4

JIM BUSTER. DISTRICT 5

WALLY HILL. COUNTY ADMINISTRATOR

STATE OF ARIZONA)

SS.

COUNTY OF YUMA)

I, Wally Hill, Clerk of the Board of Supervisors do hereby certify that I am required by law to maintain custody of the minutes of the Board of Supervisors and that the following is a true and correct copy of the portion of the minutes of the Board of Supervisor's meeting held April 20, 1998.

"Upon motion and unanimous vote, the Board of Supervisors authorized the Chairman of the Board to sign an Agreement between the State of Arizona and the County of Yuma covering the construction, maintenance and financing for the County 19th Street and Somerton Avenue Overlay Project.

In Witness Whereof I hereunto set my hand and
Affixed the Official Seal of the Board of
Supervisors. Done at Yuma, the County Seat
this 20th day of April 1998,

A handwritten signature in cursive script, appearing to read "Wally Hill", is written over a horizontal line.

Wally Hill
Clerk of the Board of Supervisors

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STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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GRANT WOODS
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-0457TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE May 13, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/12356

Enc.